

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HARRISBURG CITY SCHOOL DISTRICT**

**AND**

**HARRISBURG EDUCATION ASSOCIATION**

**2023-2025**

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN HARRISBURG CITY SCHOOL DISTRICT**  
**AND HARRISBURG EDUCATION ASSOCIATION**

**2023-2025**

**AGREEMENT**

This agreement is made and entered into this 13th day of June, 2023, by and between the School Board of the School District of Harrisburg (hereinafter referred to as the "Board") and the Harrisburg Education Association (hereinafter referred to as the "Association").

**ARTICLE I**  
**INTENT AND PURPOSE OF AGREEMENT**

**Section 1.** The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Harrisburg schools the highest level of educational opportunities obtainable. The Board recognizes teaching as a profession and believes with the Association that the objectives of an educational program are realized to the highest degree when mutual understanding and cooperation exist between the Board and its professional staff.

**Section 2.** The Board and the Association acknowledge the Board to be the only legally constituted body responsible for the determination of policies covering all aspects of the Harrisburg School District under and in accordance with pertinent statutory rules and regulations promulgated by the Department of Education of the Commonwealth of Pennsylvania which responsibility to the Board cannot reduce, negotiate or delegate and which is not reduced, negotiated, or delegated hereby.

**Section 3.** The Board and the Association acknowledge that this Agreement represents the result of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania and constitutes the entire Agreement between the parties for the duration of the life of said Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. The refusal of either party to negotiate on matters discussed or not discussed at the bargaining for this Agreement or to renegotiate matters covered by this Agreement shall be deemed final and not subject to the grievance procedure.



**ARTICLE II**  
**PEACE AND STABILITY**

**Section 1.** It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act during the life of this Agreement nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

**Section 2.** The Board reserves the right to discipline, suspend, demote or discharge any professional employee or employees who violate the provisions of Section 1 of this Article.

**Section 3.** The Board will not engage in any lockout during the life of this Agreement.

**Section 4.** The Association shall, if a strike occurs, at the Board's request, publicly disavow such action by the employees, shall advise the Board in writing that such action has not been called or sanctioned by the Association and shall instruct the employees by posting notices that it disapproves of such action and instructs them to return to work immediately.

**ARTICLE III**  
**RECOGNITION AND BARGAINING UNIT**

**Section 1.** The Association is recognized during the life of this Agreement as the exclusive representative for collective negotiations covering employees included within the classifications established by a certification of the Pennsylvania Labor Relations Board dated January 5, 1971 which shall include all long-term substitutes hired by the Board for an assignment of forty-five (45) days of service or longer.

**Section 2.** This Agreement pertains only to those employees falling within the classifications of the certification referred to in Section 1 of this Article.

**Section 3.** The term employee, when used in this Agreement, refers only to those persons falling within the classifications of the certification referred to in Section 1 of this Article.

**Section 4.** Instructional Coaches. The Instructional Coach position shall be a teacher contract position with the possibility of some extra training time requirements. This training time requirement shall be compensated in accordance with other sections of the Agreement.

**Section 5.** Employment of Registered Nurses. The District may employ registered nurses licensed by the Commonwealth of Pennsylvania, but who are not certified school registered nurses. For the term of the contract such non-certified registered nurses will be placed on Step 1 of the Salary Schedule and remain on that step unless certification is attained.

**Section 6.** New positions may be included within the unit upon joint agreement of the Association and the Board.

**ARTICLE IV**  
**RIGHTS AND OBLIGATIONS OF ASSOCIATION**

**Section 1.** Association agrees to extend to all non-members the opportunity to join the Association.

**Section 2.** Employees in the Bargaining Unit who are not members of the Association on the effective date of this Agreement shall be required to pay to the Association a fee for services rendered as the exclusive bargaining agent in accordance with all applicable laws. For purposes of this section, fee shall mean the regular membership dues required of members of the HEA/PSEA/NEA less the cost of the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the employee organization as exclusive representative. The District and the Association acknowledge and agree that as of result of the June 27, 2018 U.S. Supreme Court decision in *Janus v. AFSCME Council 31*, that this fair share fee provision is unenforceable and will not be implemented.

**Section 3.** The Board agrees that all employees who are presently members of the Association shall be subject to the maintenance of membership provision of Section 301 (18) of Act 195, the Act of July 23, 1970.

**Section 4.** The District, on or before September 30 of each year, will provide the Association with a list of the names and last known addresses of all Bargaining Unit members. The District will also provide the Association with the name and last known address of any employee hired after September 30, such notice to be provided within thirty (30) days after the date of hire.

**Section 5.** Within thirty (30) days of the signing of this Agreement, and by December 15 for any subsequent years of this Agreement, the Association shall provide the District with names of Bargaining Unit members who are non-members of the Association, the amount of the fee, and a payment schedule for the deduction of the fee. The payment schedule shall be similar to the calendar dates established for payroll deductions for Association members. For employees hired after September 30 of each year, the Association will provide the District with the amount of the fee and a payment schedule for deduction of the fee within thirty (30) days after receipt of notice from the District of such employee's hiring. The District will deduct such fee from the paychecks of each non-member in accordance with the schedule provided and shall transmit the amount deducted to the Association Treasurer each month.

**Section 6.** The Board shall deduct from the salary of the employees' membership dues of the Association and transmit the deductions to the Association, provided the Board has been presented with cards signed by the individual employees authorizing such deductions.

**Section 7.** The monies deducted in accordance with Section 5 of this Article shall be transmitted to the Association on a monthly basis.

**Section 8.** All payroll deduction authorization cards shall be collected and approved by the Association, which shall submit the same to the Board.

**Section 9.** Payroll deduction authorization cards shall be printed at the expense of the Association in the following form and presented to the Board by the end of the third week of October to qualify for deductions during the school year.

The Association shall indemnify, defend and hold the Board, administrative employees and each individual Board Member harmless against any and all claims, demands, suits, costs, expenses, or other forms of liability including but not limited to claims for back pay, court, attorney, or administrative agency costs that shall arise out of or by reason of action taken by the Board of its employees to comply with the above provisions of this Article. The Association reserves the right to assign counsel to defend any such action.

### **PAYROLL DEDUCTION AUTHORIZATION**

I hereby authorize and direct the Harrisburg School Board to deduct from my salary and transmit the amount of money deducted for my regular membership dues as certified or as may be certified to the Harrisburg School Board by the authorized officers of the Harrisburg Education Association. This authorization is to remain valid until the expiration of the present agreement between the Harrisburg School Board and the Harrisburg Education Association or any extension thereof unless a written revocation, giving thirty (30) days' notice, is submitted by me to the Harrisburg School Board and the Harrisburg Education Association prior to such expiration.

Name \_\_\_\_\_

Address \_\_\_\_\_

Social Security No. \_\_\_\_\_

Employment Classification \_\_\_\_\_

Building \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Approved by the Harrisburg Education Association  
by \_\_\_\_\_

by \_\_\_\_\_

The Board, within five (5) days of the expiration of this contract, shall notify the Association of those members who have submitted written revocation.

Payroll deductions shall begin on the second (2<sup>nd</sup>) pay in October and shall continue for eighteen (18) consecutive pay periods.

**Section 10.** Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay and shall be provided with released time for his/her regular duties. Grievance procedures and negotiations shall normally be conducted during non-working hours. The refusal of the administration to schedule during working hours shall not be subject to grievance procedures.

**Section 11.** The Board agrees to permit employees who are members of the Association to take leave with pay for Association business. No employee may take more than three (3) school days consecutively nor more than ten (10) days in the school year; and not all of the employees taking such leave may be from the same building. A total of fifty (50) days of such leave days per year may be taken pursuant to this Section. The Association shall reimburse the Board for the cost of substitutes employed to replace the employees taking such leave when invoiced by the Board. However, if the business is of an educational nature, and if the Superintendent gives his approval, the Board shall pay the cost of the substitute. The decision of the Superintendent as to the granting or withholding of approval shall be made at his sole discretion, shall be final and binding, and not subject to the grievance procedure.

**Section 12.** The Board shall permit the President of the Association or his/her designee a total of fifteen (15) work scheduled days with pay, if needed, per year, to carry out Association business provided that the Association completes a form provided by the District for such paid leave. Upon return receipt of the form for such leave, the Association shall reimburse the District for the cost of substitutes actually employed to replace the President or designee while on such leave; however, if the Association business is of an educational nature as determined by the Superintendent and/or is otherwise approved by the Superintendent, the Board shall pay the cost of the substitute. The decision of the Superintendent as to the granting or withholding of approval of reimbursement shall be made at his/her sole discretion, shall be final and binding, and not subject to the grievance procedure.

**Section 13.** Any employee who is elected to an Executive Office of either PSEA or NEA shall be granted a leave of absence without pay and shall be restored to his/her former position upon his/her return. Upon his/her return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

**Section 14.** The Association and its representatives shall normally be allowed the reasonable use of school buildings for meetings before and after school hours and during in-service days not conflicting with scheduled programs, provided such meetings are held during scheduled hours of custodial service.

Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned or with the staff member in charge of such building.

**Section 15.** Association business shall be conducted before or after normal working hours provided, however, that the District or its designee may grant permission to employees to conduct Association business during work hours on a case-by-case nonprecedential basis.

**Section 16.** The Association shall be allowed the reasonable use of school mailboxes and interschool mail facilities.

**Section 17.** The Association shall have, in each school building, the reasonable use of bulletin boards.

**Section 18.** An Association representative may speak to the employees at the end of the agenda of all orientation, district-wide or faculty meetings. Unless the meeting is of an emergency nature, the agenda shall be submitted to the appropriate Association representative at least twenty-four (24) hours in advance of such meeting. Association representatives may suggest items for the agenda.

**Section 19.** The Association, acknowledging that the teachers have a unique but special relationship to the community in which they are employed, pledges itself to encourage each and every one of its members to participate in some civic-related program of the community on a voluntary basis and in so doing, helping to develop a closer relationship between the District and the citizens which it serves.

**Section 20.** The Board agrees to make available, upon request, such data as may be necessary for preparing proposals for negotiations or processing grievances, provided such material is neither privileged nor confidential and such request is neither unreasonable nor burdensome.

**Section 21.** The Board agrees that it will “meet and discuss”, upon request by the Association, on any policy decision which affects wages, hours and conditions of employment; reserving unto itself, however, final decision making powers as provided under the Public Employee Relations Act (Act 195). The representatives of the Association and the Superintendent or designee, upon the request of either party, shall also “meet and discuss” relevant to problems which arise out of the administration of this Agreement, general teaching conditions or specifically related concerns of the Association or the Superintendent or designee. The requests must be reasonable in time and number. In instances when a “meet and discuss” session occurs, the Board and Superintendent, following such session, shall issue a written memorandum outlining what was discussed by the parties during the applicable session and detailing any list of assignments or tasks the parties may have agreed to complete.

**Section 22.** The parties hereto agree not to interfere with the rights of employees granted to them under Article IV of the Public Employee Relations Act (Act 195).

**Section 23.** The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, political affiliation, disability, sexual orientation and/or place of residence.

**Section 24.** Release Time of Association President.

a. The Association President shall be granted release time with pay to attend to Association business provided that the Association pays the full cost, including all benefits, taxes and other expenses associated with employing a long-term substitute employee to perform the duties of the Association President while on release time.

b. Notification. If the Association President intends to request release time, he/she must notify the District on or before April 1 of the year prior to the school year in which the release time is to be granted.

c. Half-Time Option. The Association President shall have the option of requesting a one-half time or a full-time release from his/her duties.

d. Withdrawal of Request. If the District does not intend to hire a replacement at a salary equal to the initial step of the salary schedule, the Association shall have the option of withdrawing its request for release time. Such withdrawal must occur on or before August 1 preceding the grant of release time.

## **ARTICLE V**

### **GENERAL CONDITIONS OF EMPLOYMENT**

**Section 1.** No employee shall be disciplined, discharged, suspended, reprimanded in writing, or reduced in position or compensation without just cause.

**Section 2.** An employee shall have the right to review his/her personnel file and file written comments in such file in accordance with Article V, Section 6. An employee shall be entitled to have a representative of the Association accompany him/her during such review. The Board, however, shall retain the right to protect the confidentiality of any portions of the file related to recommendations and evaluations involved in the hiring process.

**Section 3.** An employee may only be requested to appear before the Superintendent, the Board, a specially appointed Board Committee, a Principal, or a Division Director to answer charges; the resolution of which may affect his/her tenure or any rights or benefits of this Agreement. When requested, he/she shall be given prior notice of the reason for such appearance and shall be advised that he/she is entitled to have a representative of the Association and/or legal counsel to advise him/her and represent him/her during such meeting or interview. The parties involved shall be entitled to a period of five (5) teacher work days from the date of notice to establish a mutually agreed upon time for such meeting or interview. If no such time is mutually agreed upon within such period, the superintendent or designee of the District may establish the time and place for such meeting or interview. The employee shall be given no less than three (3) teacher work days' notice of such time and place. This shall not be construed to require notice when the subject of the charges are of a nature such as would require immediate correction.

In the event that a professional employee is suspended pending a decision on said charges, then said professional employee shall be entitled to any deferred or accrued earnings up to the date of such suspension. Such earnings shall be paid to him/her at the next scheduled regular pay period.

**Section 4.** No professional employee shall be rated except under the provision of the Public School Code, Article XI.

The District may provide clinical supervision and evaluation at its discretion throughout the school year provided that such clinical supervision and evaluation is done by persons properly certified to perform such duties.



**Section 5.** At the time of formal rating, a conference shall be held and the employee shall be shown a copy of his/her rating. At least two (2) formal conferences shall be held each year for the non-tenured employee. Written comments may be made by the person rating and/or by the employee. Provisions shall be made for the teacher's signature to indicate he/she has seen the rating and received a copy. An employee's rating may be based on performance during the entire school year. Conferences for an unsatisfactory rating on the evaluation form approved by the Pennsylvania Department of Education shall be held at times during the school year other than the last five (5) days. Conferences for satisfactory ratings shall be held no later than the last day of the school year.

**Section 6.** No material pertaining to an employee's conduct, service, character or personality originating within the District shall be placed in his/her personnel file or used in any proceeding against an employee unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy and an acknowledgment shall be made by the Superintendent or his/her designee that he/she has read the attachment.

**Section 7.** Any criticism by a supervisor, administrator, or Board Member of an employee shall be made in confidence and not in the presence of students, parents, or at public gatherings, unless the same is the subject at a hearing provided by an applicable statute of this Commonwealth. If an employee criticizes a supervisor, administrator, or Board Member in the presence of students, parents, or at a public gathering, he/she relinquishes his/her right to submit a grievance under this section of the Agreement for that particular incident only.

**Section 8.** Any complaints regarding an employee made to any member of the administration or Board by any parent, student, or other person (which are used in any manner in evaluating an employee or which requires a meeting or conference) shall be promptly investigated and called to the attention of the employee. Said complaint must be reduced to writing and the employee shall be given the opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association and/or his/her counsel at any meetings or conferences regarding such complaint. No conference may be held until twenty-four (24) hours have elapsed from the time the employee received his/her copy of the complaint.

**Section 9.** Whenever an employee, while in the performance of duty, is physically assaulted by a parent, student, or person other than a school district employee, and prefers criminal charges against the alleged assailant, the member shall be provided with legal assistance and representation by the Board, through the District's Chief of Police, if such legal assistance and representation is not provided for by the District Attorney's office. If the assault is committed by a person employed by the District, the District may, in its sole discretion, provide either or neither side assistance.

**Section 10.** In the event an employee is intimidated, harassed or interfered with during the performance of his/her professional duties by a parent, student or other person(s), the Board shall investigate the matter and take such corrective action as it deems appropriate. The result of any investigation or action taken, if any, shall be reported promptly to the employee involved. Save

for reporting the incident to the Association and the District's Solicitor prior to the filing of criminal charges if necessary, the employee shall refrain from initiating contact with any witnesses or parties involved in the incident giving rise to the investigation for a period of fifteen (15) working days, provided that the Association or the employee's attorney may contact witnesses or the parties involved during the fifteen (15) day investigatory period, provided that the District is notified in advance of such contact. These matters shall be treated on a case by-case basis, and the determination in one case shall not be deemed precedent for any other. The Board's existing complaint procedures shall apply to this section.

**Section 11.** In the event that an employee suffers personal property damage while in the performance of his/her assigned duties and not as the result of his/her own negligence or contributory negligence, he/she shall have the right to present a written petition for relief to the Superintendent for presentation to the Board, which Board shall provide an opportunity for a hearing if it initially rejects the petition. The decision of the Board shall be deemed final and not subject to the grievance procedure.

**Section 12.** Unless employees are given written notice of change in their assigned building and subject assignments by the last day of work during the school term, the present assignment shall remain unchanged for the next school year. The District can issue a change of assignment notice after the close of the school year for legitimate educational reasons. In the event that a second notice of assignment is issued to an employee, such employee shall be notified as soon as practicable and provided with a written statement of reasons therefore and given an opportunity to discuss the reassignment with the person(s) responsible. These involuntary transfers shall be subject to Article V, Section 14.

**Section 13.** VOLUNTARY TRANSFERS - Employees requesting transfers to available vacant positions within their certified area, during the school year, may do so by applying to the vacancy posting via the District's online application system. Each transfer request shall be acted upon within twenty (20) school days after filing. The Superintendent or the Superintendent's designee shall notify the employee, in writing, of the disposition of the request.

The withholding or the granting of a transfer is within the sole discretion of the Superintendent and the Superintendent's decision shall be final and binding and not subject to the grievance process.

**Section 14.** INVOLUNTARY TRANSFERS – Involuntary transfers of employees may occur when the District deems a position vacancy as a critical need to fill or when programmatic changes occur (i.e. collapsing a classroom due to enrollment, closing a program or school, reconfiguring grade levels within buildings, etc.). Any involuntary transfer will be made only after volunteers are sought for the transfer.

Prior to instituting any involuntary transfer process, the District shall notify and discuss with the Association the need for any involuntary transfer.



Where there are no volunteers, the following procedures shall be followed:

- a. Critical Need Positions – The District will identify a critical need position that must be filled and will also identify the grade level/content area/building from which a potential employee can be pulled to fill the need. Critical need positions are defined as any position in which the District is experiencing greater than 25% vacancy rate based upon the building, subject area, and/or grade level; any position in which the District has been unable to fill after being posted for more than two (2) months; or any position that the District and the Association mutually agree upon.

The Bargaining Unit Member(s) with the least seniority within the affected area shall be transferred to the critical need position. Ties in seniority will be broken by a random method.

Examples regarding the implementation of this language can be found in Appendix F.

- b. Programmatic Changes – The District will identify impacted positions that will be eliminated due to programmatic changes. The Bargaining Unit Member(s) with the least seniority within the affected area shall be transferred to another vacancy of their choice for which they are appropriately certified. Ties in seniority will be broken by a random method.

Examples regarding the implementation of this language can be found in Appendix F.

Under both scenarios referenced above, any employee who is working under an emergency permit shall be transferred before employees who are not working under an emergency permit, as permitted by law.

A Bargaining Unit Member transferred involuntarily shall have the right to return to his/her original position whenever the first vacancy becomes available. This transfer shall occur at the beginning of the next marking period following the effective date of the transfer. This transfer shall have priority over voluntary transfer requests.

In the event a Bargaining Unit Member is involuntarily assigned to a new teaching assignment, whether it be grade level or content area, that such Bargaining Unit Member had never previously been assigned, he/she will receive a day with no other duties to complete preparation for the new assignment.

Notwithstanding any other language in Article V, Section 14 of the collective bargaining agreement, the District administration shall have the authority to involuntarily transfer an employee for disciplinary reasons, so long as the disciplinary reasons are supported by just cause.

**Section 15.** Teachers shall, under the direction of the Superintendent, grade, and classify the pupils in their schools so that they may pursue the approved courses of study. Teachers shall not be required to change students' grades, but this does not mean that these grades may not be changed by the principal, after consultation with the teacher. However, except in the case of substitute or non-tenured teachers, written notice shall be given to the teacher of any such change, together with a reason for such change.

**Section 16.** Employees shall, as part of their regular duties, be available for classroom student counseling and parent conferences during normal working hours.

Employees shall participate in three (3) open houses/parent nights, no longer than two (2) hours in duration, without additional compensation. These times shall be pre-established before the commencement of a school year. The use of personal days shall be allowed on days when open houses/parent nights are scheduled, only if prior approval has been obtained. The parties agree that no past practice related to the approval of excuses for non-attendance at open houses or back to school nights prior to July 1, 2022, shall exist.

**Section 17.** Each employee shall receive a picture identification card. This card, bearing the picture of the employee, will be accepted for admission at all District-sponsored activities with the exception of home basketball games. The ID card will be presented at the proper office in order to procure an admission ticket for home basketball games. The District reserves the right to place a limit on complimentary tickets to basketball games. Provisions of this Article do not apply to those District activities which are approved as fund raisers. Any transfer of such ticket or card will terminate the privilege for violators for one (1) calendar year.

**Section 18.** Duty free lunch periods for employees shall be provided for in accordance with the applicable provision of State Law. An employee shall not begin his/her thirty (30) minute duty free lunch period prior to the start of the first lunch period in the building nor end the duty free lunch fifteen (15) minutes later than the end of the last scheduled lunch period in the building. Employees may leave the building during their lunch period. Normal periods for class changing, escorting students to and from lunch room and the like will not be counted as part of his/her lunch period. At times other than lunch periods, an employee must receive approval from his/her principal or his/her designee in order to leave the building and will be required to sign out when leaving and sign in when returning. In order to leave the building during preparation periods, an employee shall sign out on leaving and sign in when returning.

**Section 19.** The Board shall provide the Association with the names of all teachers and their assigned schools by October 1.

**Section 20.** An employee has all rights to become a candidate for political office except as prohibited by law. Upon submission of an appropriate application, an employee will be granted a leave of absence, without pay, in order to run or serve in public or political office. Such time spent, however, shall not be computed as service or experience in determining incremental entitlement or other benefits.

**Section 21.** For any vacancy in any professional position or supplemental position with the District, the Board shall post a notice of such vacancy on the online application system for ten (10) calendar days prior to filling the vacancy. Email notifications of such vacancies shall be made to members of the Bargaining Unit. Any professional employee may apply for such vacancy. The selection of the person to fill any vacancy, however, shall be made by the Board and its decision shall be final and not subject to the grievance process. The Board shall notify all Bargaining Unit applicants as to the disposition of their application.

**Section 22.** The Board shall provide sufficient typing and copying, facilities for teachers in their preparation of instructional materials; desks, closets and storage areas, chalkboards, modern computing, audio, and visual equipment, dictionaries, texts in use, grade books, and other such materials required in the daily teaching responsibilities; lunchroom, rest room lounge and lavatory facilities exclusively for teachers' use; facilities in each building for professional specialists. When any of the above-mentioned areas are claimed to be inadequate by an employee, the condition may be reported via the "District Complaint Form" to the Superintendent, Secretary of the Board, and the office of the Harrisburg Education Association. The steps and procedures in acting upon such a complaint shall be the same as if it were any complaint now in the "complaint procedure."

The adequacy or inadequacy of materials, facilities or services shall not be subject to the grievance or arbitration process. The determination under the hereinbefore referred to complaint procedures shall be final and binding. The parties agree to maintain a committee of District and Association representatives, the purpose of which is to identify specific problems related to providing and distributing supplies and equipment to the professional staff. This supply and equipment committee shall make recommendations to the Superintendent relevant to the procurement and distribution of supplies and equipment and the Superintendent, if necessary, shall transmit such recommendations to the Board for its review and consideration for approval.

The District shall provide lockable space for keeping school materials and personal belongings. Effective during the 2024-2025 school year, access to lockable space shall be subject to the grievance procedure.

**Section 23.** The Board shall maintain all of the buildings and grounds within which the employees work in accordance with the safety requirements established by applicable local ordinances or state statutes including rules and regulations promulgated hereunder that specifically applies to a public school entity, such as the District. The District agrees to maintain a system of communications within each building that is designed to ensure the safety and security of all students and staff.

**Section 24.** The District and Association acknowledge that an important organizational goal of the District at all grade levels is the enhancement of student accountability, responsibility, independence and achievement.

**Section 25.** Effective as soon as practicable following Contract ratification, all teaching Bargaining Unit Members shall be required to attend one (1) forty-five (45) minute PLC per week and two (2) sixty (60) minute meeting periods per month that can be scheduled either prior to or after the school workday. The District's existing practice of permitting a fifteen (15) minute duty-free period for high school teaching Bargaining Unit Members at the beginning of the workday and at the end of the workday shall be eliminated. That time period can be designated for Bargaining Unit Member responsibilities by the District Administration.

Preparation time at the various levels of the District shall be uninterrupted for any additional PLC meetings. Teachers will still be expected to attend Special Education, child study, and supervision meetings. Supervision meetings include formal observations (Pre and Post), walk-through debriefs, action research/portfolio check in, completion of 82-1 forms, and to discuss and craft

improvement plans. Teachers will hold parent meetings during this time as needed. This also does not prevent coverage requirements on the part of the Bargaining Unit Member subject to the scheduling of said preparation time by the District Administration.

**ARTICLE VI**  
**PROFESSIONAL EMPLOYEE ABSENCES**

**Section 1.** Employees shall be entitled to eleven (11) days of sick leave per year, five (5) of which may be used for the illness of an immediate family member defined as a parent, spouse or child. Unused sick leave shall be cumulative without limitation.

All absence due to sickness, disability or accident shall be certified by the employee and endorsed by the principal or administrator responsible for payroll reports. In addition, a physician's certificate shall be required when:

- a. an employee is absent both on a Friday and the following Monday;
- b. the absence is three (3) consecutive days or more;
- c. the employee is absent the day before and/or the day after a holiday period;

and

- d. where an employee has used sick leave six or more separate times in one school year in one (1) and two (2) day absences.

Absences covered under FMLA or another approved leave of absence shall not count toward this section.

The requirement for a physician's certificate may be waived by the administrator responsible for payroll reports where the circumstances warrant such relief.

In the event of an absence, an employee must enter the absence in the computerized system selected by the District not less than two (2) hours prior to the start of the employee's work day, except in the case of an emergency. If an employee is unable to access the computerized system, the employee shall report the absence to the supervisor.

When an employee is absent without notifying the persons specified, he/she shall not receive sick leave entitlement unless precluded from giving such notice by the circumstances.

**Section 2.** The Board shall inform employees of available leave staffins through the Employee Access Center. This total will include any converted unused personal days from the previous school year.

**Section 3.** Any person employed in the public school system of the Commonwealth of Pennsylvania who has completed ten (10) years of satisfactory service as an employee, shall be entitled to a sabbatical leave of absence for restoration of health, for study or at the discretion of the Board of School Directors for other purposes. At least five (5) consecutive years of such service shall have been in the school district from which the leave of absence is sought unless the

Board of School Directors shall, in its discretion, allow a shorter time. An employee may be entitled to another sabbatical at the expiration of another seven (7) years of teaching. Compensation during this period shall be at half (1/2) pay. The employee shall be returned to the same comparable position held at the time the leave was granted. The employee shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Applications for sabbatical leaves for study shall be submitted prior to June 30 for the following school year or fall-winter half year, and by October for the spring-summer half year. Exceptions to filing applications for study may be granted in special and unique situations.

**Section 4.** Tenured employees may be granted unpaid leave for study up to one (1) academic year at the discretion of the Board. Such employees shall be returned to a comparable position when and as such positions are or become available. During such period of leave, such employees shall be permitted to maintain, at their own expense, their group insurance coverage. No increments or other benefits shall accrue during the period.

**Section 5.** Leave for maternity or pregnancy shall be granted in accordance with the guidelines of the Pennsylvania Human Relations Commission. Employees who adopt a child or accept placement of foster care children shall be entitled to child rearing leave under this provision. No increments or other benefits, except as required by the guidelines, shall accrue during this period, except that a person on said leave shall have the right to maintain insurance benefits by paying the premiums.

**Section 6. Personal Leave Days**

A. An employee shall be entitled to three (3) days per school year without justification except that:

1. At no time may there be more than 10% (or a minimum of 2) in any one building taking leave under this subsection;
2. If such a day or days are to be utilized immediately prior or subsequent to a holiday or vacation other than summer vacation, justification may be requested. The parties agree that no past practice related to justification of personal days prior to July 1, 2022 shall exist.
3. Preapproval of the Superintendent or designee will be required for personal days on the first five student days, the last five student days, and days of standardized test administration. Special consideration will be given for major life events such as weddings, college graduation, dropping children off at college, etc.

B. Notice to the employee's principal or other immediate superior authorized to grant such leave shall be made at least two (2) days before taking such leave, unless a justifiable reason exists for not giving such notice. The District shall notify each member of the Bargaining Unit as to whom notice is to be given.

C. Employees may accumulate a maximum of five (5) personal leave days at any one time. Personal leave days not used by a professional employee or accrued in excess of five (5) days shall be converted to sick days cited in Section 1 of this Article at a ratio of one (1) personal leave day to one (1) converted sick leave day.

**Section 7.** Absence from duty because of death in the immediate family or of a near relative shall be granted in accordance with the provisions of the Public School Code, as amended. Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of five (5) school days in conjunction with (immediately following) the death and/or funeral. The Board of School Directors may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandparent, grandchild, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in law.

Any extension of time periods or changes in definitions which are mandated by an amendment to the School Code or other laws of the Commonwealth shall become part of this section.

The Board may extend this leave provided that all personal leave has been exhausted.

**Section 8.** An employee shall be released with pay for the time necessary for appearances in legal proceedings connected with the employee's employment or with the school system. If subpoenaed to give testimony as a witness or to serve on a jury, the employee shall be released with pay for such time as his/her presence is required. An employee shall reimburse the District the full amount of witness or jury fees received by the employee when school is in session.

This section, however, shall have no application to any action or proceeding instituted by the Association or any of its members against the School District, its Board or its agents. If the presence of the employee is required in this event, the released time shall be without pay.

**Section 9.** Any leave approved by the Board, whether paid or unpaid, shall not be considered a termination of employment provided that no further action is taken by either the Board or the employee. Seniority shall remain the same and not accrue for any purpose while the employee is on any unpaid leave.

**Section 10.** Sick Leave Bank

1. All members of the bargaining unit may become members of a sick leave bank through the voluntary and irrevocable donation of one (1) day of accumulated personal sick leave each year to the sick leave bank. This one day is above and beyond the ten (10) statutory granted sick leave days as outlined in the Public School Code. Such donation and membership shall be



effected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the business office and the HEA president are notified otherwise within ten (10) days of the opening of classes in any successive school year.

2. The bank shall be maintained and replenished in the future by subsequent one-day donations of sick leave from each member.

3. Use of days shall be determined by a Review Committee consisting of three (3) members: one (1) from the bargaining agent, one (1) from district administration, appointed by Superintendent, one (1) appointed by the Board of School Directors.

4. Requests for use of days from this bank for short-term disability shall be made in writing to the Review Committee, which may grant or refuse such requests at its discretion based on flexible criteria in each individual case and to include consideration of

- a. the nature of the illness or disability;
- b. the exhaustion of regular personal sick leave by the applicant;
- c. the severity of hardship imposed by possible loss of pay.

All decisions by the Review Committee are final and are not subject to the grievance process.

5. Whenever an employee uses a day from the bank, he/she shall be paid at his/her daily rate.

6. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District in the implementation of any of the provisions of this section or in reliance on any list, notice of assignment furnished under any of such provisions.

**Section 11.** An employee who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, may be granted a leave of absence without pay for a period up to one (1) year from the time such sick leave is exhausted. No increments or other benefits shall accrue during this period, except that a person on said leave shall have the right to maintain insurance benefits by paying the Premium.

**Section 12.** An employee may be granted other leaves of absence at the sole discretion of the Board. The decision of the Board shall be deemed final and binding, and not subject to the grievance procedure.

**Section 13.** No employee shall be furloughed without "just cause" which shall be defined as those reasons and methods set forth in the applicable laws, regulations, rulings and opinions.

**ARTICLE VII**  
**SPECIAL CONDITIONS**

**Section 1.** Public address, audio or other electronic devices shall not be used in observing an employee without the employee's consent. All observations shall be conducted with the full knowledge of the employee. An employee shall be made aware immediately of any such observation in progress.

**Section 2.** Every employee shall have the right to exercise the same authority as to the conduct and behavior over the pupils during the time they are in attendance as the parents, guardians, or person in parental relationship to such pupils may exercise over them. The Board shall not hold an employee guilty of wrong doing in the use of force in self defense or in the restraint of a student to prevent harm to that student or to others provided that the degree of force utilized is lawful under the facts and circumstances involved.

**Section 3.** In the event that a legal claim is brought by a student and/or his/her parent or legal guardian as a result of a professional employee's action in disciplining a student, the Board shall provide legal counsel to the employee provided the employee has followed the disciplinary policy as established by the Board.

**Section 4.** Workers' Compensation

a. For a period of up to thirty (30) work days, an employee shall not lose any sick leave days, personal leave days, benefits or salary as a result of being absent from work due to an injury received from an assault during the time said employee is acting in the performance of his/her duties or if the assault arises from the performance of his/her duties. The foregoing thirty (30) work day entitlement shall only be used if the employee is unable to report to work and shall not continue after the point in time the employee recovers from his/her assault related injury. In cases of a work-related accident unrelated to an assault, an employee shall be entitled up to fifteen (15) work days of pay and benefits without a reduction of sick or personal leave, provided that such leave shall not continue after the point in time the employee recovers from his/her work-related injury. In the event that an employee's workers' compensation claim is denied a deduction of sick and/or personal leave to compensate for the fifteen (15) days or a portion thereof shall be made.

b. On the thirty-first (31st) or sixteenth (16th) work day following a compensable injury, an employee's sick leave shall be reduced by one third (1/3) of a sick leave day for each work day the employee is absent and receives workers' compensation payments and supplemental payments from the District. Coincident with receipt of workers' compensation benefits, the District agrees to pay the difference between the amount payable under the Workers' Compensation Act and the employee's take-home pay. This "supplemental benefit" is to be paid directly to the injured professional employee. The employee shall be paid full pay reduced by the amount that yields a net pay including workers' compensation that is equal to the employee's net pay. Net pay is defined as the gross base pay minus the federal, state, and local taxes, social security and retirement contributions.



c. Once an employee exhausts his/her sick leave in accordance with paragraph (b) herein, the District shall not have any further salary obligation, except in cases of sabbatical leave, to the employee.

d. The District shall pay an employee's health care and other insurance premiums as if he/she were reporting to work for a period of two (2) years or until the employee's sick or sabbatical leave is exhausted whichever is later. For purposes of computing the duration of an employee's entitlement to health and other insurance benefits, an employee's depletion of one third (1/3) of a sick leave day, as per paragraph (b) herein, shall be equal to one (1) day's use of sick leave.

e. An employee shall be entitled to maintain his/her employment status with the District while receiving workers' compensation payments for a period of two (2) years or until such employee's sick and/or sabbatical leave is exhausted whichever is later. A second medical sabbatical leave only will be considered when medical evidence obtained by the District strongly suggests that the employee can return to active service following the second medical sabbatical leave. The Board's decision regarding the award of a second medical sabbatical leave shall be discretionary, nonprecedential, final and binding. The employee shall be entitled to receive his/her medical sabbatical leave salary and benefit payments and workers' compensation. At the end of two (2) years or upon the exhaustion of an employee's sick leave and sabbatical leave, if the employee is unable to return to work, his/her employment with the District shall be severed.

**Section 5.** In the event that any school building is evacuated in whole or in part by reason of any report or threat or damage hereto by bomb, fire or other lethal instrument or incident, no employee shall be required to participate in any search for such lethal instrument or bomb, or to remain in the building while such search is underway. Supervision of students by employees shall be required during any such period.

If students are dismissed from a building for the reason that the condition of the building poses a threat to their health or safety, then employees shall not be required to perform their work in that building.

**Section 6.** Teachers will not be assigned a student teacher without the teacher's prior consent.

**Section 7.** The Board agrees to provide the following minimum amount of planning and preparation time each week within the teacher work day.

Senior High School (grades 9 - 12) - A Professional employee is guaranteed a minimum period of forty-five (45) consecutive minutes of preparation time without student contact each school day during the scheduled student school day.

Intermediate, Elementary, and Early Childhood Level Buildings - A guaranteed minimum period of forty-five (45) consecutive minutes of preparation time without student contact each school day during the scheduled student school day.

Preparation time shall be guaranteed time during the workday for teachers to prepare lesson plans, tests and grades, to consult with colleagues relevant to professional matters and to perform other professional responsibilities.

**Section 8.** Student observers will be permitted to observe classes in session, provided that each teacher involved has given his/her permission. Teachers involved must be notified at least twenty-four (24) hours in advance. If a student observer must be absent from a class, he/she must notify a designated person in the school involved prior to the time of the scheduled class. Failure to notify the person of the absence without justifiable cause will result in the student being barred from any further observing in the District.

**Section 9.** Employees are expected to maintain a neat and professionally educationally appropriate appearance. When, in the opinion of the school administration, an employee is found not to be meeting the mutually understood standard of appearance, the administration shall bring such occurrence to the attention of the Association. The Association will discuss the matter with the employee concerned.

If the administration provides several notices to the Association concerning the same employee, the administration and the Association shall meet and agree upon an appropriate course of action.

### **ARTICLE VIII**

#### **PROFESSIONAL EMPLOYEE COMPENSATION**

**Section 1.** The work year, exclusive of any provisions relating to supplemental contracts, shall not exceed one hundred eighty-nine (189) days, seven (7) days of which shall be professional development days and two (2) days of which shall be clerical days. The District shall schedule activities of employees on professional days, subject to a prior consultation obligation with the Act 48 Committee. Professional days shall be scheduled by the District coincident with the approval of the final school calendar on days during the work year or in the two (2) weeks before the instructional year with the District having the authority to schedule such days for elementary, middle school, and high school employees on different days. The District shall continue to schedule one (1) clerical day at the beginning of the school year and a second clerical day at the end of the school year. Part of the clerical day may be used for building or district meetings, however at least a minimum of three (3) hours shall be available for teachers to set up their rooms, prepare materials, books, and equipment in preparation for their classes. Employees also shall have the discretion of agreeing to work after the workday in lieu of professional development days in instances when the District offers and/or approves of such after workday activities. The length of the workday for teachers shall not exceed seven and one-half (7-1/2) hours, including a 30-minute duty-free lunch period. In any year, if student days are lost due to inclement weather, the first two lost student days shall be made up from two (2) of the seven (7) professional development days, which shall be rescheduled. On snow and emergency days that result in early school closings, professional employees shall be released from their work responsibilities 15 minutes after the students are released from school.

**Section 2.** Students shall be scheduled for a minimum of 180 days per school year for instruction and such other days as the District shall decide for the life of this contract. School shall be dismissed sixty (60) minutes early on the last school day prior to Thanksgiving vacation and ninety (90) minutes early on the last school day prior to winter vacation.

**Section 3.** Each day not worked and not compensated under any paid leave provision of this agreement shall result in a reduction of said salary one one-hundredth and eighty-nine (1/189).

This section shall not entitle the Board to unilaterally reduce the contract days set forth under Section 1 of this Article.

**Section 4.** For each contract year, the professional employee's salary shall be divided into twenty-six (26) equal parts and shall be paid to professional employees on alternate Fridays.

Professional employees may request the payment of the accumulated salary at the end of the school term, provided such request is made in writing thirty (30) days prior thereto.

The first scheduled pay day for professional employees shall be the regularly scheduled district pay day following the opening day of school. Employees shall be entitled to an increment after one hundred five (105) days of service during the previous school year.

**Section 5.** New Professional employees shall be required to go through a thirty-five (35)-hour District orientation program prior to starting their professional responsibilities with the District. This orientation program shall be in addition to the regular one hundred and eighty-nine (189)-day school year. Three hours of this orientation program shall be designed and available to the Association for the presentation of information and material to the new professional employees.

**Section 6.** The position of Early Childhood teacher shall be a 189-day position which shall be scheduled during a school year defined as the period between July 1 and June 30 of any school calendar year. The flex scheduling of this position may include a four-week break if such a break is requested by the employee. When scheduling is made for these positions, accommodations shall be made, if possible, for any college or university programs in which an Early Childhood professional employee is enrolled. Any time worked beyond the 189-day school calendar shall be compensated in accordance with the appropriate hourly teaching or training rate.

**Section 7.** The following additional payroll options or deductions shall be available:

1. Tax Sheltered Annuities
2. United States Government Bonds
3. Members First Credit Union
4. PA State Employees Credit Union Authorization for such options or deductions shall be on forms approved by the Board.

**Section 8.** Except as otherwise herein provided, salaries for employees for the term of the contract shall be as stated in Appendix A-1 attached hereto and made a part hereof. Salaries for Psychologists, Occupational Therapists, Physical Therapists, Nurses, Speech Pathologists, and Dental Hygienists for the term of this contract shall be as stated in Appendix A-2. Employees shall be placed on the salary schedule in accordance with the provisions of Appendix B which is attached hereto and made a part hereof.

**Section 9.** Employees shall be entitled to payments for additional credits beyond the Bachelor's and Master's degrees in accordance with the appropriate schedules, attached hereto. Employees will be permitted to move up to one column to the right of the employee's prior school

year column placement provided appropriate credits have been earned. Movement beyond the Masters/Master Equivalent column can only be secured by taking and achieving the appropriate credits at a college or university. New employees hired after July 1, 2002 and current employees who were on the Bachelor and Bachelor + 10 column on July 1, 2002 can only move beyond the Masters/Master Equivalent column by securing an earned Master's Degree. In order for credits to be valid for column movement purposes, the employee must have received a grade of B or better in the course.

In-service credits earned through the Harrisburg City School District will count as regular credits for salary purposes for horizontal movement on the salary schedule only as far as placement on the Masters/Masters Equivalent column and all column placement prior to reaching the Masters/Master Equivalent column.

**Section 10.** Credits – Subject to the conditions herein, employees are entitled to tuition reimbursement for up to nine (9) credits per year, provided that the courses are pre-approved by the District and related to the individual's job responsibilities, such preapproval being decided within fifteen (15) work days of the employee's application for tuition reimbursement. The parties agree that no past practice related to pre-approval of tuition reimbursement prior to August 20, 2021 shall exist. Any employee whose request for tuition reimbursement is denied shall be given the reason for the denial in writing. The District's pre-approval decision shall not be subject to binding arbitration. An additional three (3) credits per year may be available at the discretion of the Superintendent so that in any year, an employee can be reimbursed for a maximum of twelve (12) credits. Reimbursement shall be at actual cost per credit, up to the Pennsylvania State University rate per graduate credit. Said employee(s) shall be reimbursed for earned credit hours on January 15, June 15 or September 15 of each year after the employee fulfills the following requirements:

1. Achieve a letter grade of "B", "S" or better for said credit;
2. Presentation of a university transcript to the District.

The District shall pay the employee the actual cost per credit as specified herein and not deduct any taxes or other withholdings from tuition reimbursement payments. Employees shall provide one (1) year of service to the Harrisburg City School District subsequent to the completion of the credit hours.

**Section 11.** Compensation pay shall be \$36.00 per hour for the life of this contract for the following activities preapproved by an authorized member of the Central Administration and conducted after or before working hours, when not otherwise specified by supplemental contracts: intramural sports; tutoring homebound students; workshops, curriculum planning, development and evaluation; night school; and in-service education programs outside of the regular work day where the employee is required by the employer to attend. Compensation pay shall be \$36.00 per hour for the life of this contract for using guaranteed preparation time to teach classes within the regular school day for students.

During the summer of 2023, work performed during summer school as outlined by the approved Summer MOU shall be compensated at the designated rate referenced in the MOU. Beginning

with the summer of 2024, all work performed during the summer shall be compensated in accordance with the compensation rate established in the collective bargaining agreement.

Nothing in this section shall prohibit Central Administration from assigning employees to duties specifically covered by this contract where compensation is not provided.

Demonstration teaching shall be deemed to have occurred when a teacher is scheduled to instruct a class which may include other teachers for the purposes of in-service training or staff development.

When teaching occurs after school hours, the teacher shall be compensated for such time at the rate of \$36.00 per hour.

The Board shall utilize only those teachers who consent to such assignment by placing his/her name on a consent list prepared for this purpose, reserving to itself, however, the right to hire personnel from any source when no employed teacher is on the list or is available. At least 48 hours' notice of demonstration teaching shall be given to the teacher.

**Section 12.** Training Compensation. When employees voluntarily agree to attend and receive professional training provided by the employer during time outside of the regular 189-day contract, the employee shall be compensated at the rate of \$36.00 per hour and shall receive Act 48 credits if applicable for the training received.

**Section 13.** Full-time professional employees (with the exception of specialized areas such as Occupational Therapists, Physical Therapists, etc.) who are required as part of their teaching responsibility to write Individual Education Plans (IEPs/GEPs) and/or Special Education Evaluation Reports (SEERs) shall receive a clerical time stipend of \$250 above their regularly scheduled salary for each semester worked.

Full-time professional employees who are responsible for a caseload of multilinguals in an integrated co-teaching classroom or designated ELD program model and who administer and score required ELD testing as well as write and monitor ELD MTSS goals shall receive a clerical time stipend of \$250 above their regularly scheduled salary for each semester worked.

Payment of the stipend will be made the first pay date following the end of the semester provided that all required documentation for the semester has been completed by the employee in accordance with established guidelines.

**Section 14.** Any member of the bargaining unit required to perform duties, which duties shall be beyond that of specified teaching responsibilities, shall be additionally compensated on a pro rata basis, provided that such performance of duties and compensation have been approved by the Board. No employee shall perform duties beyond those of specified teaching responsibilities without written approval of the Superintendent or designee.

**Section 15.** Should a school in the Harrisburg School District receive a national Title I distinguished schools award, or its successor, each professional employee in the awarded school will receive a one-time-only bonus of \$500.00 in recognition of employee excellence. The

employees may redirect a portion of the award, at their discretion, into activities that would benefit the children.

**Section 16.** To the extent possible, supplemental contracts shall be issued, signed and approved by the Board before duties designated by the contract commence. However, because of exigent circumstances, Board scheduling issues, or issues that make the issuance, signing, or approval by the Board difficult, will not be deemed to be a violation of the Collective Bargaining Agreement. Contractors for year-long supplemental contracts shall be prorated and paid during the life of the contract. Supplemental contracts dealing with a specific program, project or task shall be paid after work on such program, project or task has been completed.

Supplemental contracts will be treated as year-to-year contracts by the District with no expectation of continuity of employment from year to year. The parties agree to continue to participate in the supplemental sub-committee, which shall make a recommendation to the Receiver or Board based upon a timeline agreed to by the parties.

**Section 17.** Employees who attend trainings or meetings related to supplemental positions which occur after the last contractual staff day for the school year but prior to the first day of new teacher induction for the next school year shall be eligible for compensation for hours worked at the training compensation rate, with the exception of employees who have been approved for supplemental positions which require additional days to be worked outside of the contractual year as specified in the job description. All persons receiving supplemental contracts shall be paid in accordance with a compensation plan approved by the Board of School Directors.

**Section 18.** The supplemental salary schedules are stated in Appendix C-1, attached hereto and made a part hereof. In the event the Joint Labor-Management Supplemental Committee does not provide a recommendation regarding updates to the supplemental salary schedules prior to ratification, upon providing their recommendation, both parties shall have thirty (30) days to ratify the recommendation and upon ratification, such recommendation shall be retroactive to July 1, 2023 as applicable.

**Section 19.** The Board is not restricted from adding or deleting positions covered by supplemental contracts, or activities referred to in Section 10 of this Article. The Board, also, reserves the right to change employees assigned to these positions.

**Section 20.** Any bargaining unit employee who has completed 20 or more years of active service with the District as of the last staff day of the 2023-2024 school year will receive a longevity bonus in the amount of \$1,000 payable on the last pay date in June 2024. The bonus payment will not be included in the bargaining unit member's base salary for future increases and is not considered retirement eligible compensation under PSERS.

Any bargaining unit member who has completed 20 or more years of active service with the District as of the last staff day of the 2024-2025 school year will receive a longevity bonus in the amount of \$500 payable on the last pay date in June 2025. The bonus payment will not be included in the bargaining unit member's base salary for future increases and is not considered retirement eligible compensation under PSERS.



**ARTICLE IX**  
**PROFESSIONAL EMPLOYEE BENEFITS**

**Section 1.** Effective July 1, 2023 and for the life of this contract, the District will offer employees and their dependents coverage under the PPO Plan described herein, (Appendix D). Open enrollment in the District will take place during the months of May or June of each fiscal year with an implementation date of the plan year going from July 1 to June 30. Rx coverage may not be purchased separately.

**Section 2.** The low plan will be the Blue Sharing 80%/60% plan; the high plan will be the Blue Sharing 100%/80% plan.

The employee's premium share shall be established as 11% of the level of coverage selected by the full-time employee; individual, employee and spouse, employee/child or children, or family. Once this rate is determined, each contract year it shall be divided by 24 and deducted from the first two employee bi-weekly salary payments each month. The premium share for the low plan will be 5%.

The above rate will be reduced by 3% annually beginning with the month that the employee provides documentation evidencing the employee has received an annual physical examination in the last year. The Wellness Committee may establish additional programming opportunities to promote wellness, but these may not be required to receive the 3% premium payment reduction. The final decision of what is required will be based on the committee recommendation being approved by the Court Appointed Receiver or Board.

A spousal surcharge of 15% of the additional premium is instituted for the spouse of any employee eligible for health insurance coverage under the District's plan if the spouse is eligible for coverage at another place of employment and elects to be covered under the District's plan. A proof of non-coverage certification must be completed for all spouses desiring coverage under the District's plan on an annual basis.

If the 2016 Amended Recovery Plan, as it may be amended, includes a provision which limited the District's growth in healthcare cost per year then the following terms shall apply:

- a. If the premium rates for the HEA-PPO or any newly introduced alternative plan exceeds the rates for the previous fiscal year by more than 5%, the contract may be opened, for healthcare only, to negotiate healthcare premium cost allocation, and/or plan design additions or changes to mitigate the cost in excess of 5%, to the extent permitted by the Amended Recovery Plan.

**Section 3.** Dental coverage for the 2022-2023 contract year shall remain in effect for the first year of this contract for employees and their dependents. Effective during the 2024-2025 school year, the District shall provide a comparable dental plan to the dental plan in effect during the 2023-2024 school year that will cover composite fillings.

**Section 4.** Group term life insurance coverage shall be maintained at the nearest thousand to the employee's salary, including base, longevity and credits only. Supplemental contracts shall not be included in this computation.

**Section 5.** Employees, required by the Board in the course of their work to drive personal automobiles, shall receive the maximum rate allowed by the Internal Revenue Service. Any increase in this rate for any other employee will similarly be paid thereafter to those covered by this contract.

**Section 6.** At the time of retirement, an employee shall be entitled to unused sick leave reimbursement according to the following schedule below:

for the first 75 days - \$50 per day;

for the next 75 days (76-150) - \$75 per day

for all days over 150 - \$100 per day

The unused sick leave reimbursement will be deposited on a pre-tax basis into a 403(b) account on behalf of the employee. It is the employee's responsibility to meet any eligibility requirements and monitor any dollar limitations associated with the selection of where the incentive will be deposited to avoid a taxable event with the Internal Revenue Service.

**Section 7.** Schedule of Visual Services and Supplies

- Eye Exams 32.00
- Tonometry 10.00
- Lenses, per pair
  - Single Vision - 40.00
  - Bifocal - 65.00
  - Trifocal - 75.00
  - Lenticular - 125.00
  - Gradient Tint - 12.00
  - Frames - 40.00

Contact Lenses, per pair, if prescribed for employee or dependent:

- a. where visual acuity is not correctable to 20/70 in the better eye except by the use of contact lenses; or
- b. as a requirement following cataract surgery; or
- c. when such person is being treated for a condition such as Keratoconus or Anisometropia, and contact lenses are customarily prescribed as a part of the treatment - \$200.00. If otherwise prescribed for you or your dependent - 55.00

**Section 8.** The prescription plan shall have the following drug copay requirements. Payment will be made for all items and/or substances for which a prescription is required which exceeds a



deductible amount of \$10.00 for each generic and \$20.00 for each brand prescription and each prescription refill. The co-pay for extended brand prescriptions by mail order shall be \$5.00 for each generic and \$12.00 for each brand prescription and prescription refill. If a brand drug has an equivalent generic drug, the employee must either use the generic drug or pay the difference between the two to obtain the brand drug. The program shall include a coordination of benefits provision.

The current prescription drug co-pays shall be as follows for the remaining term of this agreement:

<u>Retail (30-day Supply)</u>	<u>Mail Order (90-day Supply)</u>
Generic - \$10.00	\$20.00
Formulary Brand - \$35.00	\$70.00
Non-Formulary Brand - \$50.00	\$100.00

The District Administration plans to enroll in and utilize the following prescription drug utilization management programs, including but not limited to National Preferred Formulary Clinical Programs (ST, PA, DQM), Opioid Management Program, and any other prescription drug utilization management programs as may be proposed from time to time by the Pharmacy Benefit Manager, including but not limited to: Safeguard Rx, Advantage Plus Advanced Utilization Management, Compound Management.

**Section 9.** The plan year for healthcare benefits will be a July 1 – June 30 plan year. Any Bargaining Unit Member who works the school year will be entitled to receive healthcare benefits in July and August following the end of the school year, provided they pay their premium share as set forth in the Collective Bargaining Agreement during the summer months. Employees who begin employment during the final academic quarter of the school year may be required to pay a prorated cost of health care premiums if the prorated work year is less than the prorated plan year.

**Section 10.** Early Retirement – The District shall offer any District employee who, after 15 (fifteen) years of service to the District, retires with superannuation from either the Pennsylvania School Employees Retirement System (PSERS) or from dual or joint combined service with PSERS and the state employees retirement system, the following special benefits. Superannuation shall mean the following:

1. Age 62 and any years of credited service.
2. Thirty-five (35) years of credited service.
3. Thirty (30) years of credited service and sixty (60) years of age.
4. Any legislative changes providing for a thirty (30) year credited service window.

Health Care – A retiree who is not covered either directly or through his or her spouse by any other health program or plan of any kind, whether public or private, including Medicare, and is under the age of 65, will be offered health care benefits in retirement in accordance with the following provisions:

A. Employees who retire on or after June 30, 2016 but prior on or prior to June 30, 2023 will be offered the following:

1. enrollment in the health care plan offered active employees at the same annual premium share and spousal surcharge paid by active employees;
2. prescription drug expense benefits as provided District employees;
3. dental expense benefits as provided District employees at the retirees' expense.
4. vision care expense benefits as provided District employees at the retirees' expense.
5. Third Party Co-payment. The District shall be entitled, as a co-payment, to any money provided by a third party, such as the Commonwealth, toward the purchase of the foregoing benefits, provided however that such third party co-payment shall be applied to any increases in insurance premiums before requiring any retiree co-payment.

B. Employees who retire on or after July 1, 2023 will be offered the following:

1. enrollment in the health care plan offered active employees for single only or two party coverage at the same annual premium share and spousal surcharge paid by active employees plus the amount of healthcare premium assistance received from the Commonwealth or PSERS;
2. prescription drug expense benefits as provided District employees;
3. dental expense benefits as provided District employees at the retirees' expense.
4. vision care expense benefits as provided District employees at the retirees' expense.

Notice. Employees must notify the District that they intend to retire on or before April 1 in order to receive the benefits and bonus detailed herein.

Availability of Benefits From Another Source. In the event that the retired employee is able to procure comparable benefits from another source at a cost less than is being paid by the District and the retired employee, the District shall have the right to opt to purchase the less expensive insurance coverage. The programs shall cover the recipient and their dependents.

**Section 11.** Benefit Waiver. All opt-out reimbursements will be eliminated as of July 1, 2016. All employees will have the option to enroll in the HEA PPO Plan as incorporated herein during the open enrollment period that will occur prior to July 1, 2016.

**ARTICLE X**  
**GRIEVANCE PROCEDURE**

**Section 1.** The parties hereto agree that an orderly and expeditious resolution of grievance arising out of the application and interpretation of the terms of this Agreement shall provide for a four-step process for the disposition of any such grievance which process is set forth as follows:

**STEP 1** Any employee who believes that a justifiable complaint has arisen out of the interpretation and application of the terms of this Agreement may, in writing and on a form provided by the employer, present such grievance to their principal within fifteen (15) workdays of the event giving rise to such grievance. If the same grievance affects two (2) or more employees, such grievance may be instituted by the Association on behalf of such employees. A copy of the grievance will also be filed with the District's Human Resources Office. Before a meeting with or a decision from the principal occurs, the District's Human Resources staff may schedule a discussion with the employee and/or the Association to determine if the formal grievance process can be averted within ten (10) work days. If no resolution is reached then the principal will answer the grievance and the grievance will be processed as listed in this grievance procedure. The principal shall reply in writing to the grievant within ten (10) work days after the presentation of the grievance, or the decision of the Human Resources Office, whichever occurs first.

**STEP 2** In the event the grievant is dissatisfied with the determination of the principal, the grievant may, within 10 (ten) work days after receiving the written reply of said principal, submit such grievance to an Executive Administrator/Superintendent designated for this purpose for resolution. Such administrator shall notify the grievant of his/her decision in writing within ten (10) work days after receipt of the grievance.

**STEP 3** If the decision of the Executive Administrator/Superintendent fails to resolve the grievance to the satisfaction of the grievant, the grievant shall notify the Executive Administrator/Superintendent in writing within ten (10) work days of the Superintendent's decision that the grievance be submitted to the Court Appointed Receiver of the Board of School Directors at its next official school board meeting.

**STEP 4** The Court Appointed Receiver or the Board of School Directors shall notify the party or parties involved of its decision within ten (10) days of such official school board meeting. If the Association is not satisfied with the determination of the Board of School Directors, the grievance shall be referred to binding arbitration by a single arbitrator or a tripartite Board of Arbitrators as may be agreed upon between the parties in accordance with Section 903, Article IX, of the Public Employee Relations Act within ten (10) days of such notification.

**Section 2.** If any grievant fails to meet the requirements as established in the procedures under Section 1 of this Article, action on the grievance shall be deemed terminated and the last decision made shall be deemed final. If the employer at any step fails to render its decision within the time periods established, the grievant shall be entitled to advance his/her grievance to the next step. The failure to reply shall be deemed a denial.

**Section 3.** If a grievance affects a group or class of employees working under different principals, the Association may submit such grievance in writing to the Executive

Administrator/Superintendent directly and the process of such grievance shall be commenced at Step 2.

**Section 4.** The arbitrator shall in no way alter, modify, change, amend, add to, or subtract from the provisions of this Agreement.

**Section 5.** The fees of the arbitrators and all costs incidental to the work of the arbitrators shall be shared equally between the parties.

**Section 6.** Meetings and/or hearings connected with the grievance process shall not be opened to the public.

**Section 7.** In the event any employment rights need to be determined through the appeal procedure, the Association will make every effort to have the employee elect only to appeal through the provisions of applicable statutes or through the grievance procedures herewith stated in this Agreement, but not both.

## **ARTICLE XI** **MISCELLANEOUS PROVISIONS**

**Section 1.** Nothing contained in this Agreement shall in any way abrogate or diminish the rights of the Board to seek equitable relief in the courts when the Board's opinion is that a strike has occurred. The utilization of the grievance procedure established in this Agreement shall not be considered a prerequisite for such recourse to the Court.

**Section 2.** During the course of the negotiations for this Agreement, or subsequent thereto, the parties may have met and discussed on matters which may be contained in a Board Policy Handbook. This handbook is not to be considered an addendum, a supplement, nor a separate and independent agreement. Matters contained in this handbook may be changed by the Board at any time and any dispute arising out of the interpretations of matters contained therein shall not be subject to the grievance procedures established in this Agreement.

**Section 3.** Unless specifically stated otherwise, disputes concerning provisions of applicable laws, regulations and this contract shall be subject to the grievance procedure. The grievance procedure of this Agreement shall not apply to disputes arising over the retention or non-retention of temporary professional employees.

**Section 4.** Nothing contained in this Agreement shall be so construed or implemented so as to be in derogation of any of the rights, duties or obligations of the parties hereto and inconsistent or in conflict with, or in violation of the provisions of any statute or statutes enacted by a General Assembly of the Commonwealth of Pennsylvania.

**Section 5.** If any of the provisions of this Agreement or its application thereof shall be held invalid for any reason, such invalidity shall not affect the other provisions or other application of this Agreement, which can be given effect without the invalid provision of application and to that end, all provisions of this Agreement are deemed to be severable.

**Section 6.** A copy of this Agreement shall be posted on the District website within thirty (30) days after the Agreement is signed.

**ARTICLE XII**  
**EFFECTIVE DATE AND TERMINATION DATE**

This Agreement shall go into effect on the 1<sup>st</sup> day of July, 2023, except where any provision or provisions are specifically given retroactive effect and shall terminate on the 30th day of June, 2025.

Intending to be legally bound hereto, the parties, through their duly authorized representatives, have hereunto set forth their hands and seals this day and year hereinbefore set forth.

ATTEST:

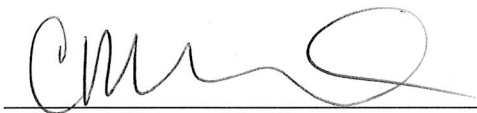
HARRISBURG CITY SCHOOL DISTRICT


  
\_\_\_\_\_  
Jatoya Drayton, Board Secretary

  
\_\_\_\_\_  
Dr. Lori A Suski, Receiver

ATTEST:

HARRISBURG EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
Chantal Waters-Maddox, Secretary

  
\_\_\_\_\_  
Michele Rolko, President

**APPENDIX A-1  
SALARY SCHEDULES**

Each employee shall move one step vertically each year, provided the employee was paid by Harrisburg School District for 105 days or more in the preceding school year.

Harrisburg EA										
2023-2024										
Steps	Bachelors	B+10	B+20	B+30	Masters	M+10	M+20	M+30	M+40	M+50
1	52,594	54,366	56,141	57,451	58,662	59,226	59,982	60,996	62,007	63,021
2	53,282	55,054	56,829	58,138	59,349	59,962	60,718	61,731	62,744	63,758
3	54,091	55,863	57,638	58,948	60,159	60,822	61,577	62,591	63,603	64,617
4	55,024	56,796	58,571	59,881	61,092	61,804	62,559	63,573	64,585	65,599
5	56,080	57,852	59,627	60,937	62,759	63,471	64,227	65,241	66,253	67,267
6	57,508	59,280	61,055	62,365	64,188	65,347	66,103	67,117	68,130	69,143
7	58,936	60,708	62,483	63,793	65,616	66,368	67,123	68,137	69,150	70,163
8	60,364	62,136	63,911	65,221	67,044	67,592	68,144	69,157	70,170	71,183
9	62,867	64,176	65,951	67,261	69,084	69,632	70,646	71,659	72,672	73,686
10	65,576	66,886	68,196	69,505	71,328	72,342	73,355	74,369	75,382	76,395
11	68,495	69,804	71,114	72,424	74,247	75,261	76,274	77,288	78,301	79,314
12	71,622	72,932	74,242	75,552	77,361	78,374	79,388	80,401	81,414	82,428
13	72,867	74,177	75,487	76,797	78,607	79,619	80,633	81,646	82,659	83,673
14	73,868	75,178	76,488	77,798	79,717	80,729	81,743	82,756	83,769	84,783

Harrisburg EA										
2024-2025										
Steps	Bachelors	B+10	B+20	B+30	Masters	M+10	M+20	M+30	M+40	M+50
1	57,023	58,795	60,570	61,880	62,949	63,300	64,056	65,069	66,081	67,096
2	57,200	58,972	60,747	62,057	63,126	63,597	64,353	65,366	66,378	67,393
3	57,377	59,149	60,924	62,234	63,303	63,894	64,650	65,663	66,675	67,690
4	57,554	59,326	61,101	62,411	63,480	64,191	64,947	65,960	66,972	67,987
5	57,731	59,503	61,278	62,588	65,147	65,858	66,615	67,628	68,640	69,655
6	59,159	60,931	62,706	64,016	66,576	67,734	68,491	69,504	70,517	71,531
7	60,587	62,359	64,134	65,444	68,004	68,755	69,511	70,524	71,537	72,551
8	62,015	63,787	65,562	66,872	69,432	69,979	70,532	71,544	72,557	73,571
9	64,518	65,827	67,602	68,912	71,472	72,019	73,034	74,046	75,059	76,074
10	67,227	68,537	69,847	71,156	73,716	74,729	75,743	76,756	77,769	78,783
11	70,146	71,455	72,765	74,075	76,635	77,648	78,662	79,675	80,688	81,702
12	73,273	74,583	75,893	77,203	79,730	80,743	81,757	82,770	83,783	84,797
13	74,518	75,828	77,138	78,448	80,976	81,988	83,002	84,015	85,028	86,042
14	75,268	76,578	77,888	79,198	81,726	82,738	83,752	84,765	85,778	86,792

**APPENDIX A-2**  
**SALARY SCHEDULES FOR PSYCHOLOGISTS, OCCUPATIONAL THERAPISTS,**  
**NURSES, SPEECH PATHOLOGISTS, AND DENTAL HYGIENISTS**

Each Psychologist, Occupational Therapist, Physical Therapist, Nurse, Speech Pathologist, and Dental Hygienist shall move one step vertically each year, provided the employee was paid by Harrisburg School District for 105 days or more in the preceding school year.

Harrisburg EA Psychologist, Occupational Therapist, Speech Pathologist, and Nurses					
2023-2024					
Steps	B	B+20	M	M+25	M+50
1	62,458	63,274	64,370	65,462	66,556
2	64,935	65,750	66,846	67,939	69,033
3	68,311	69,127	70,222	71,315	72,410
4	71,439	72,255	73,350	74,444	75,538
5	74,965	76,060	77,154	78,248	79,343
6	77,891	78,985	80,081	81,175	82,269
7	81,044	82,138	83,233	84,327	85,421
8	84,420	85,515	86,609	87,703	88,798
9	85,765	86,860	87,954	89,048	90,143
10	86,418	87,513	88,607	89,701	90,796



Harrisburg EA Psychologist, Occupational Therapist, Speech Pathologist, and Nurses					
2024-2025					
Steps	B	B+20	M	M+25	M+50
1	63,701	64,517	65,613	66,705	67,799
2	66,178	66,993	68,089	69,182	70,276
3	69,554	70,370	71,465	72,558	73,653
4	72,682	73,498	74,593	75,687	76,781
5	76,208	77,303	78,397	79,491	80,586
6	79,134	80,228	81,324	82,418	83,512
7	82,287	83,381	84,476	85,570	86,664
8	85,663	86,758	87,852	88,946	90,041
9	87,008	88,103	89,197	90,291	91,386
10	87,818	88,913	90,007	91,101	92,196

**APPENDIX B**  
**RULES FOR INITIAL STEP PLACEMENT EXPERIENCE**

The below listed rules shall determine the appropriate placement of newly hired employees on the Experience Chart and hence the salary schedule.

1. Regular Certificated Professional Employees
  - A. 105 or more days of service in a school year can be credited as one full year according to the rules below.
  - B. Each year of full-time Pennsylvania public or charter school teaching with an appropriate certificate will be counted as a credit for one year.
  - C. Each year of full-time teaching in an out of state public school or publicly sponsored chartered school with an appropriate certificate will be counted as a credit for one year.
  - D. Each two years of full-time teaching in an in state or out of state private school will be counted as a credit for one year.
  - E. Each two years of full-time teaching in an in state or out of state charter school without a valid certificate will be counted as a credit for one year.
2. Other Certificated Professional Employees including Health Service Professionals, and Vocational and Technical Teachers.
  - A. All public school, charter school and private school teaching experience will be credited as described in Section 1, above.
  - B. Work experience from private sector experience will only be considered for credit when it was at the career or journeyman level and no apprenticeship or internship experience shall be considered.
  - C. Each two years of private sector work experience will be counted as credit for one year.
3. Critical Positions that must be filled.
  - A. When position in the bargaining unit cannot be filled after a period of 60 or more days, the parties shall meet and agree on a mutually acceptable solution, including a salary not in conformity with the above rules. Effective February 19, 2020, newly hired Bargaining Unit Members can be placed on the salary schedule up to two (2) vertical longevity steps higher than their years of creditable service prior to coming to the employ of the District. In the event that the District seeks to exceed this requirement, it shall review the same with the Association leadership, which shall approve or deny such District request, with the understanding that the approval of the District's request will not be unreasonably withheld.

**APPENDIX C-1 AND C-2**  
**SUPPLEMENTAL SALARY AND PAYMENT SCHEDULE**

Position	Stipend	Payment Schedule
Autism Coach	\$ 5,700.00	Add to base salary and prorate over twelve (12) months
School Psychologist Intern Supervisor	\$ 5,000.00	Add to base salary and prorate over twelve (12) months
Lead School Nurse	\$ 4,900.00	Add to base salary and prorate over twelve (12) months
Lead School Psychologist	\$ 4,900.00	Add to base salary and prorate over twelve (12) months
District Department Coordinator	\$ 4,630.00	Add to base salary and prorate over twelve (12) months
District MTSS Coordinator	\$ 4,630.00	Add to base salary and prorate over twelve (12) months
SBI Coordinator (School of Business & Industry)	\$ 4,630.00	Add to base salary and prorate over twelve (12) months
Building SAP Team Leader	\$ 3,090.00	Add to base salary and prorate over twelve (12) months
HS Dept Head/9th Gr Team Leader	\$ 3,090.00	Add to base salary and prorate over twelve (12) months
ES/MS Team Leader	\$ 3,090.00	Add to base salary and prorate over twelve (12) months
BARR Coordinator	\$ 3,000.00	Add to base salary and prorate over twelve (12) months
Data and Assessment Coordinator (CSI)	\$ 3,000.00	Add to base salary and prorate over twelve (12) months
Project-Based Learning (PBL) Coordinator (CSI)	\$ 3,000.00	Add to base salary and prorate over twelve (12) months
HVLA Online Teacher of Record (Quarter)	\$ 3,000.00	Add to base salary and prorate over quarter
HVLA Online Attendance Monitor (Semester)	\$ 1,500.00	Add to base salary and prorate over semester
Teacher Mentors	\$ 1,800.00	Add to base salary and prorate over twelve (12) months
HS Marching Band Director	\$ 4,630.00	Add to base salary and prorate over twelve (12) months
HS Concert Band Director	\$ 2,050.00	Add to base salary and prorate over twelve (12) months
HS Jazz Band Director	\$ 2,050.00	Add to base salary and prorate over twelve (12) months
HS Stage Band Director	\$ 2,050.00	Add to base salary and prorate over twelve (12) months
HS Marching Bandfront Director	\$ 2,825.00	At the fulfillment of the contract
Marching Band Assistant Director (Drumline)	\$ 2,825.00	At the fulfillment of the contract
HS Marching Bandfront Assistant Director	\$ 2,050.00	At the fulfillment of the contract
HS Band Camp Coordinator	\$ 2,000.00	At the fulfillment of the contract
HS Band Camp Coordinator (Bandfront)	\$ 2,000.00	At the fulfillment of the contract
Band Camp Coordinator - Assistant (Band/Drumline)	\$ 1,035.00	At the fulfillment of the contract
Band Camp Coordinator - Assistant (Bandfront)	\$ 1,035.00	At the fulfillment of the contract
MS Choral Director	\$ 2,050.00	Add to base salary and prorate over twelve (12) months
National Honor Society Advisor -Art	\$ 1,500.00	At the fulfillment of the contract
National Honor Society Advisor	\$ 1,500.00	At the fulfillment of the contract
Senior Class Advisor	\$ 1,500.00	At the fulfillment of the contract
Student Council Advisor	\$ 1,500.00	At the fulfillment of the contract
Yearbook Advisor	\$ 2,000.00	At the fulfillment of the contract
Yearbook Advisor - Assistant	\$ 1,500.00	At the fulfillment of the contract
Club Advisor	\$ 1,500.00	At the fulfillment of the contract
NJROTC Drill Team Coach	\$ 3,500.00	At the fulfillment of the contract
NJROTC Drill Team Coach - Assistant	\$ 2,575.00	At the fulfillment of the contract
NJROTC Parade/Color Guard Director	\$ 2,825.00	At the fulfillment of the contract
NJROTC Parade/Color Guard Director - Assistant	\$ 2,050.00	At the fulfillment of the contract
NJROTC Academic/Brain Brawl Club Advisor	\$ 2,050.00	At the fulfillment of the contract

## The School District of the City of Harrisburg – High Option

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	In Network	Out of Network
<b>General Provisions</b>		
Effective Date	July 1, 2023	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$400	\$1,000
Family	\$800	\$2,000
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$3,000
Family	None	\$6,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$6,350	Not Applicable
Family	\$12,700	Not Applicable
<b>Office/Clinic/Urgent Care Visits</b>		
Retail Clinic Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$40 copay	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$20 copay	80% after deductible
Telemedicine Services (3)	100% after \$20 copay	not covered
<b>Preventive Care (4)</b>		
<b>Routine Adult</b>		
Physical Exams	100% (deductible does not apply)	80% after deductible
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% after deductible
Mammograms, Medically Necessary	100% (deductible does not apply)	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
<b>Routine Pediatric</b>		
Physical Exams	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
<b>Emergency Services</b>		
Emergency Room Services	100% after \$200 copay (waived if admitted)	
Ambulance – Emergency (5)	100% (deductible does not apply)	
Ambulance - Non-Emergency (5)	100% after deductible	80% after deductible
<b>Hospital and Medical / Surgical Expenses (Including maternity)</b>		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	100% after deductible	80% after deductible
<b>Therapy and Rehabilitation Services</b>		
Physical Medicine	100% after \$40 copay	80% after deductible
	limit: 12 visits/benefit period	
Respiratory Therapy	100% after deductible	80% after deductible
Speech Therapy	100% after \$40 copay	80% after deductible
	limit: 12 visits/benefit period	
Occupational Therapy	100% after \$40 copay	80% after deductible
	limit: 12 visits/benefit period	
Spinal Manipulations	100% after \$40 copay	80% after deductible
	limit: 12 visits/benefit period	
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
<b>Mental Health / Substance Abuse</b>		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after deductible	80% after deductible

<b>Benefit</b>	<b>In Network</b>	<b>Out of Network</b>
Outpatient Substance Abuse Services	100% after deductible	80% after deductible
<b>Other Services</b>		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (6)	100% after deductible	80% after deductible
	limit: \$36,000 annual maximum	
Assisted Fertilization Procedures	not covered	not covered
Dental Services Related to Accidental Injury	not covered	not covered
<b>Diagnostic Services</b>		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (7)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
	limit: 240 hours/benefit period	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Recertification Requirements (8)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

- (1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.
- (4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
- (5) Medically necessary Air Ambulance services rendered by out-of-network providers will be covered at the highest network tier level of benefits.
- (6) Services for the treatment of Autism Spectrum Disorders are covered for eligible members to age 21. After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.
- (7) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (8) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.

Highmark Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

## The School District of the City of Harrisburg – Low Option

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	In Network	Out of Network
<b>General Provisions</b>		
Effective Date	July 1, 2023	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$1,000	\$2,000
Family	\$2,000	\$4,000
Plan Pays – payment based on the plan allowance	80% after deductible	60% after deductible
Out-of-Pocket Limit (Includes coinsurance. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	\$3,000	\$5,000
Family	\$6,000	\$10,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$4,000	Not Applicable
Family	\$8,000	Not Applicable
<b>Office/Clinic/Urgent Care Visits</b>		
Retail Clinic Visits & Virtual Visits	100% after \$30 copay	60% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$30 copay	60% after deductible
Specialist Office Visits & Virtual Visits	100% after \$50 copay	60% after deductible
Virtual Visit Provider Originating Site Fee	80% after deductible	60% after deductible
Urgent Care Center Visits	100% after \$30 copay	60% after deductible
Telemedicine Services (3)	100% after \$30 copay	not covered
<b>Preventive Care (4)</b>		
<b>Routine Adult</b>		
Physical Exams	100% (deductible does not apply)	60% after deductible
Adult Immunizations	100% (deductible does not apply)	60% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	60% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	60% after deductible
Mammograms, Medically Necessary	100% (deductible does not apply)	60% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	60% after deductible
<b>Routine Pediatric</b>		
Physical Exams	100% (deductible does not apply)	60% after deductible
Pediatric Immunizations	100% (deductible does not apply)	60% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	60% after deductible
<b>Emergency Services</b>		
Emergency Room Services	100% after \$200 copay (waived if admitted)	
Ambulance – Emergency (5)	80% after in-network deductible	
Ambulance - Non-Emergency (5)	80% after deductible	60% after deductible
<b>Hospital and Medical / Surgical Expenses (Including maternity)</b>		
Hospital Inpatient	80% after deductible	60% after deductible
Hospital Outpatient	80% after deductible	60% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	80% after deductible	60% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses	80% after deductible	60% after deductible
<b>Therapy and Rehabilitation Services</b>		
Physical Medicine	100% after \$50 copay	60% after deductible
	limit: 12 visits/benefit period	
Respiratory Therapy	80% after deductible	60% after deductible
Speech Therapy	100% after \$50 copay	60% after deductible
	limit: 12 visits/benefit period	
Occupational Therapy	100% after \$50 copay	60% after deductible
	limit: 12 visits/benefit period	
Spinal Manipulations	100% after \$50 copay	60% after deductible
	limit: 12 visits/benefit period	
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	80% after deductible	60% after deductible
<b>Mental Health / Substance Abuse</b>		
Inpatient Mental Health Services	80% after deductible	60% after deductible
Inpatient Detoxification / Rehabilitation	80% after deductible	60% after deductible



<b>Benefit</b>	<b>In Network</b>	<b>Out of Network</b>
Outpatient Mental Health Services (includes virtual behavioral health visits)	80% after deductible	60% after deductible
Outpatient Substance Abuse Services	80% after deductible	60% after deductible
<b>Other Services</b>		
Allergy Extracts and Injections	80% after deductible	60% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (6)	80% after deductible	60% after deductible
	limit: \$36,000 annual maximum	
Assisted Fertilization Procedures	not covered	not covered
Dental Services Related to Accidental Injury	not covered	not covered
<b>Diagnostic Services</b>		
Advanced Imaging (MRI, CAT, PET scan, etc.)	80% after deductible	60% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	80% after deductible	60% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	80% after deductible	60% after deductible
Home Health Care	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Infertility Counseling, Testing and Treatment (7)	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
	limit: 240 hours/benefit period	
Skilled Nursing Facility Care	80% after deductible	60% after deductible
Transplant Services	80% after deductible	60% after deductible
Precertification Requirements (8)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

- (1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.
- (4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
- (5) Medically necessary Air Ambulance services rendered by out-of-network providers will be covered at the highest network tier level of benefits.
- (6) Services for the treatment of Autism Spectrum Disorders are covered for eligible members to age 21. After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.
- (7) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (8) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.

Highmark Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.



**APPENDIX E**  
**VIRTUAL LEARNING LANGUAGE**

1. Harrisburg Cyber Programs. The District currently offers a blended learning program (Cougar Academy) and a 100% cyber learning program (HVLA), which will evolve over the term of this MOU due to unanticipated issues facing the District as the result of the continued pandemic and the increased competition from cyber charter and charter schools. It is the intent of the District to utilize all Association Bargaining Unit Members to deliver remote or virtual instruction through the HCP, absent the exceptions enumerated in this MOU. Only when a vacancy cannot be addressed with a new hire in cases where there will be at least 20 students in need of the educational services provided by the new hire, long-term substitute in cases where there will be at least 20 students in need of the educational services provided by the long-term substitute, teacher reorganization, transfers, whether voluntary or involuntary approved by the District, utilizing of recorded classes conducted by Bargaining Unit Members, and/or co-rostering with current Bargaining Unit Members will the District use a third party provider that will only be limited to provide services for the remainder of the school year. It is understood that the District generally would have the right to engage a third party provider after forty-five (45) calendar days have elapsed since the unfilled vacancy occurred. It is understood, however, that a third party provider could be utilized under the circumstances if there are 20 or less students who need to be services and it would not be efficient for the District to hire a new position or a long-term substitute to address the need for services. Utilization of a third party provider will only take place following a meet and discuss session between the District and Association regarding this matter. The District's utilization of an online third party provider for virtual learning will not directly cause the District to have less than 542 full-time equivalent positions in the Bargaining Unit represented by the Harrisburg Education Association. Notwithstanding the foregoing, the District will continue to engage in aggressive recruitment efforts in the event a vacancy exists as the District recognizes that the District benefits from an Association Bargaining Unit Member teaching the students of the District.

2. Term of MOU. The term of this MOU is from the date of the Collective Bargaining Agreement ratification through June 30, 2023.

3. Joint Labor Management Review of Issues in this MOU. In light of the everchanging issues revolving around the pandemic and the increasing challenges of competing with cyber charter and charter school alternatives, the District and Association agree to a monthly labor management meetings to discuss the implementation of the HCP programming outlined in this MOU.

4. Co-Rostering and Other Remote Delivery Options. There may circumstances which require HEA members to teach synchronously with both remote/virtual and live students in their classes. Teachers may be required to record lessons in the event a student(s) on the teacher's roster is absent due to a required quarantine related to COVID-19. Teachers will be notified that lessons are being recorded. Recordings will be stored in Google classrooms and made available for thirty days upon the end of the student(s)'s quarantine period(s) unless the student(s) needs additional time to make up the work during the quarantine as determined by the teacher, whichever is later. In addition, students may be permitted to watch live instruction if they are quarantined in order to keep pace with the brick and mortar lesson being taught. Recordings will not be used by the District for teacher observations or evaluations. Recorded or stored teacher lessons can be used, however, for evaluative purposes in situations where there is direct evidence of teacher abuse or criminality involving students that would be evident from

reviewing the recording. Nothing in this document will prevent lawful authorities from having the right to subpoena or obtain such recordings consistent with the provisions of state law. In addition, the parties agree that the District has the right to implement and require Bargaining Unit Members to engage in co-rostering (the act of teaching live students in class and synchronously teaching remote students online simultaneously) and recording. The conditions in which co-rostering would occur is as follows:

a. There is no qualified certificated Bargaining Unit Member as determined by the District Administration who are employed by the District and who is available or willing to teach such course or program employed by the District; or

b. In the event the expected enrollment or rosters in the proposed course or program is estimated to be less than a certain number of students as determined/projected by the District Administration within its discretion; or

c. The District has an opening/vacancy which it has recruited for a reasonable period of time as determined by the District Administration and cannot find a qualified applicant as determined by the District Administration.

d. If special circumstances arise where the use of remote education can be used to meet a student(s) individualized needs, a collaborative conversation between the Association and Administration will take place.

5. Coverage for a Co-Rostered Class. A certified teacher who is teaching an in-person class in one District building may be required to become the “certified teacher of record” to a remote class that is housed in another building or facility associated with the District when the District does not have a certificated professional available in a certain building. The District reserves the right to have the remote classroom supervised by a different teacher who may or may not be outside of the teacher’s certification area. The remote teacher may teach live students and students in the other school as well using District technology. The District reserves the right to establish the responsibilities of all of the teachers in this program, including the obligation of the non-certificated supervising teacher to assist in the process. To the best of the District Administration’s ability, teachers supervising students in the classroom will be assigned on a rotation based on inverse order of seniority.

6. Payment for Co-Rostering. For brick and mortar teachers who are asked to co-roster or supervise a room of students, a rate of \$36.00 per hour will be paid for the time they are engaged in such teaching or student supervision.

7. Schedule Requirements. The following are miscellaneous/additional requirements of HCP teachers:

a. A teacher’s time will need to be flexible based upon the day in question, but the 7.5 hour work day will start no earlier than 7:30 a.m., end no later than 4:05 p.m., and all work hours will be consecutive with a 45-minute preparation period and a 30-minute lunch. An employee will be provided 10 days’ advance notice of any change in the employee’s start time, unless there is an emergent issue.

b. An HCP teacher may be required to attend in-person PLC’s, professional development, or school activities or may be assigned to work from a building that may not be a remote or virtual position at any time within the sole and exclusive discretion of the District.

c. HCP teachers will need to continue to participate in certain required meetings, such as IEP meetings, parent/teacher conferences, and so on, whether they are remotely or in-person as determined by the District Administration from time to time and on a case-by-case basis.

8. Training. The District agrees to provide training for those teachers who are asked to teach co-rostered classes. The available training may be delivered through synchronous or asynchronous means. The training will be provided one week prior to beginning a co-rostered assignment. In the event this training occurs outside of the regular work day or work year, the employee will be paid at the training rate in the Collective Bargaining Agreement.

9. Posting of HCP Positions. As was done during the 2020-2021 school year, all HCP positions will be posted in accordance with the Collective Bargaining Agreement. Association members who are interested in any HCP position shall voluntarily apply for an available HCP position. The District will have exclusive discretion to select existing Bargaining Unit Members or outside applicants to fill HCP positions.

10. Transferring. In the event there is no qualified applicant as determined by the District for the position, it is understood that the District Administration shall have the unilateral authority to reassign HCP employees and to involuntarily transfer a HCP employee to a non-HCP position or a non-HCP position to a HCP position in order to fill expected enrollment needs following the process for involuntary transfers in the Collective Bargaining Agreement.

11. Intellectual Property. The District shall own the intellectual property and the contents of such courses, all class recordings and programming under the doctrine of work for hire.

12. Instructional Quality. It is and continues to be the expectation of the District that remote/virtual/HCP teachers will be held to the same high-quality standards of instruction whether it be in a remote or virtual environment or in an in-person environment. The Danielson teacher effectiveness rubric and State Department of Education evaluation requirements will be used to provide instructional feedback.

13. Consistency with Collective Bargaining Agreement. It is understood that this Memorandum of Understanding Regarding Remote and Virtual Learning will supersede any language under the virtual learning section of the expired Collective Bargaining Agreement during the time period of this MOU.

14. Management Rights. Nothing in this Memorandum of Understanding shall be deemed to waive the District's right to assert that evaluation, class size, work assignment and workload are not mandatory subjects of bargaining.

## **APPENDIX F**

### **INVOLUNTARY TRANSFER SCENARIOS**

The following scenarios are provided as examples of the implementation of Article V, Section 14, Involuntary Transfers. The examples are not intended to be an all-encompassing list of all scenarios that may occur.

#### **A. Critical Need Positions Examples**

- a. The District has determined that two fifth grade teacher positions at Ben Franklin are deemed critical to fill. In addition, it has also identified that a fourth grade teacher position from Foose and a third grade teacher position from Downey can be collapsed to fill these vacancies. The least senior fourth grade teacher at Foose and the least senior third grade teacher at Downey would be transferred to the fifth grade teacher positions at Ben Franklin. The fourth grade students at Foose and third grade students at Downey would be absorbed into the remaining sections at each respective building. If a teacher vacancy would occur at fourth grade at Foose or third grade at Downey in the future, the respective staff members involuntarily transferred would be offered the opportunity to transfer back to their former positions.
- b. The District has determined that two ELD teacher positions are deemed critical to fill. In addition, the District has also identified that an ELD teacher position at John Harris and an ELD teacher position at Melrose can be collapsed to fill these vacancies. The least senior ELD teacher at John Harris and the least senior ELD teacher at Melrose would be transferred to the ELD teacher positions at Rowland. The students at John Harris and Melrose would be reassigned to the caseload of the remaining ELD teachers at each respective building. If a ELD teacher vacancy would occur at John Harris or Melrose in the future, the respective staff members involuntarily transferred would be offered the opportunity to transfer back to their former positions.
- c. The District has determined that an Autism Support teacher position at Foose is deemed critical to fill. In addition, the District has also identified that a Learning Support teacher position at Camp Curtin can be collapsed to fill this vacancy. The least senior Learning Support teacher at Camp Curtin would be transferred to the Autism Support teacher position at Foose. The students at Camp Curtin would be reassigned to the caseload of the remaining Learning Support teachers at Camp Curtin. If a Learning Support teacher vacancy would occur at Camp Curtin in the future, the staff member involuntarily transferred would be offered the opportunity to transfer back to their former position.

#### **B. Programmatic Changes Examples**

- a. The District has determined that a second grade classroom can be collapsed at Scott due to low class sizes. The least senior second grade teacher at Scott would be transferred to an existing vacancy of their choice for which they are appropriately certified. If a second grade teacher vacancy would occur at Scott in the future, the respective staff member involuntarily transferred would be offered the opportunity to transfer back to their former position.
- b. The District has determined that it will open a new elementary school which will result in the transfer of students from Ben Franklin to the new school. This transfer of students will result in the reduction of two kindergarten classrooms at Ben Franklin. The least senior

kindergarten teacher at Ben Franklin would be transferred to an existing vacancy of their choice for which they are appropriately certified. If a kindergarten teacher vacancy would occur at Ben Franklin in the future, the respective staff member involuntarily transferred would be offered the opportunity to transfer back to their former position.

- c. The District has determined that the HVLA program will be closed and students will be returned back to their home building for instruction. The closing of the HVLA program will result in the elimination of all teaching positions assigned to the program. The impacted teachers within the HVLA program will be transferred to an existing vacancy of their choice for which they are appropriately certified. If the HVLA program would be reopened in the future, the respective staff members involuntarily transferred would be offered the opportunity to transfer back to their former position.

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